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Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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April 9, 2014

TO: Each Supervisor

FROM: 
Sheryl L. Spiller, Director

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC., THROUGH ITS AFFILIATE CAREMORE HEALTH PLAN, FOR THE PROVISION OF IN-HOME SUPPORTIVE SERVICES FOR THE CAL MEDICONNECT PROGRAM

This is to notify you that I am exercising the delegated authority approved by the Board on April 1, 2014, to sign and execute a Memorandum of Understanding (MOU) with another health plan identified by the California Department of Health Care Services and Centers for Medicare and Medicaid Services to participate in the Cal MediConnect Program.

I have executed an MOU with Blue Cross of California Partnership Plan, Inc., an affiliate of CareMore Health Plan, to support the provision of In-Home Supportive Services (IHSS) as a managed care benefit under the Coordinated Care Initiative. This MOU is substantially similar to the MOU between the Department of Public Social Services' (DPSS) and the other health plans participating in the Cal MediConnect Program. The MOU defines the roles and responsibilities of DPSS, the Personal Assistance Services Council, and Blue Cross of California Partnership Plan, Inc., through its affiliate CareMore Health Plan, in administering IHSS as a managed care benefit. CareMore Health Plan will be responsible for the provision of IHSS as a managed care benefit in Los Angeles County.

For your information, the attached MOU shows in detail the agreement that DPSS has established with CareMore Health Plan to administer IHSS as a managed care benefit.

County Counsel has reviewed and approved the execution of this MOU.

If you have any questions or require additional information, please let me know, or your staff may contact Jose Perez, Acting Assistant Director, at (562) 908-8633.

SLS:mjp

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

"To Enrich Lives Through Effective And Caring Service"

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**COORDINATED CARE INITIATIVE
DUAL DEMONSTRATION PROJECT**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The Los Angeles County Department of Public Social Services
AND
Blue Cross of California Partnership Plan, Inc.**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the Los Angeles County Department of Public Social Services hereinafter referred to as "COUNTY" and Blue Cross of California Partnership Plan, Inc., hereinafter referred to as "PLAN", to allow for COUNTY to perform activities to support the provision of In-Home Supportive Services ("IHSS") as a managed care benefit under the Coordinated Care Initiative. PLAN is an affiliate of CareMore Health Plan.

II. TERM

- A. The term of this MOU will be from April 1, 2014, until December 31, 2017, or until notification by the Director of Health Care Services that the enrollment of eligible Medi-Cal beneficiaries described in Welfare and Institutions Code (WIC) Sections 14132.275, 14182.16 and 14182.17 has been completed in the COUNTY, and the California In-Home Supportive Services Authority assumes the responsibilities set forth in Title 23 (commencing with Section 110000) of the Government Code in the COUNTY, unless terminated earlier in accordance with paragraphs B, C or D of this Article.
- B. This MOU may be amended at any time by written, mutual consent of both parties.
- C. Termination without cause: This MOU may be terminated by either party without cause following [180] days written notice.
- D. Termination with cause: This MOU may be terminated by either party after 30 days written notice if the other party is unable to materially fulfill their responsibilities under the MOU. But the party receiving notice will be allowed to correct their compliance with the terms of the MOU in that 30 day period.
- E. This MOU will terminate upon termination of the contract between DHCS and the Plan.
- F. This MOU may be extended, upon both parties agreement in writing, before or after the term expires.

III. SCOPE OF WORK

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186(b)(6) states that it is the intent of the Legislature that in providing IHSS as a managed care benefit "counties continue to perform functions necessary for the administration of the IHSS program, including conducting assessments and determining authorized hours for beneficiaries." Furthermore, WIC section 14186.35(a) requires that, as a managed care benefit, managed care health plans must administer the program in a specified manner, including entering into an MOU with each county where IHSS is provided as a managed care

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benefit to allow the county to continue to perform specified functions.

Once a contract with the California Department of Health Care Services is executed, PLAN, through its affiliate, CareMore Health Plan, will be one of the entities responsible for the provision of IHSS as a benefit of managed care in Los Angeles County. COUNTY will perform tasks related to the administration of the IHSS program specified in WIC Section 14186.35(a)(9). This MOU gives the COUNTY the authority to perform these functions under a managed care system.

Additionally, this MOU allows for the sharing of confidential beneficiary information to and from both parties to this MOU to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.

This MOU does not contain a funding component. There is no budget for this MOU.

IV. COUNTY RESPONSIBILITIES

- A. COUNTY will assess, approve and authorize each IHSS beneficiary's initial and continuing need for services pursuant to Article 7 (commencing with Section 12300) of chapter 3 of the Welfare and Institutions Code. Assessments shall be shared with care coordination teams established by PLAN and its designees pursuant to WIC section 14186.35(a)(4). Additional input from the coordination team may be received and considered by COUNTY.
- B. COUNTY shall enroll IHSS providers, conduct provider orientation, and retain enrollment documentation in the manner set forth in WIC section 12301.24 and 12305.81; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- C. COUNTY shall conduct criminal background checks on all potential providers of IHSS and exclude providers consistent with the provisions set forth in WIC sections 12305.81, 12305.86 and 12305.87; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- D. COUNTY shall provide assistance to IHSS recipients in finding eligible providers through the establishment of a registry as well as provide access to training for providers and recipients as set forth in WIC Section 12301.6; or may delegate this responsibility to an entity pursuant to WIC section 12300.7.
- E. COUNTY shall continue to provide their local public authority with referral information of all IHSS providers for the purposes of wages and benefits until the transition to the California In-Home Supportive Services Authority is complete.
- F. COUNTY shall provide all IHSS providers with information regarding the responsibilities of the California In-Home Supportive Services Authority.
- G. COUNTY shall provide the California In-Home Supportive Services Authority with referral information of all IHSS providers for the purposes of wages and benefits, upon the transition of the county into the California In-Home Supportive Services Authority pursuant to subdivision (a) of WIC section 12300.7.
- H. COUNTY shall pursue overpayment recovery as set forth in WIC section 12305.83.
- I. COUNTY shall perform quality assurance activities including routine case reviews, home visits, and detecting and reporting suspected fraud pursuant to WIC Section 12305.71.

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- J. COUNTY shall share with PLAN and its designees confidential data and information necessary to implement the provisions of WIC Section 14186.35.
- K. COUNTY shall participate in administrative fair hearings conducted pursuant to WIC section 10950 et seq. by preparing a county position statement that supports the county action and participating in the hearing as a witness where applicable. COUNTY shall report to PLAN on the resolution of fair hearings requested by PLAN members.
- L. COUNTY will designate a liaison to be responsible for oversight and supervision of the terms of this MOU. COUNTY will immediately notify PLAN in writing of a change in the liaison. PLAN and COUNTY liaisons will meet on a quarterly basis, or as needed, to identify and discuss IHSS-related issues, policy development, program improvements, or other items that could improve health outcomes for IHSS beneficiaries. The liaison at COUNTY will be:

Gail Washington
DPSS/IHSS Program
12900 Crossroads Pkwy, So.
City of Industry, CA 91746
GailWashington@dpss.lacounty.gov
(562) 908-3055

- M. COUNTY liaison will coordinate with PLAN liaison to provide appropriate IHSS staff to participate in interdisciplinary care teams established by PLAN and its designees, when approved by beneficiaries.
- N. COUNTY, in consultation with PLAN, shall establish policies to accept and act on referrals from PLAN and its designees regarding members who may qualify for IHSS services, members who may qualify for IHSS services and need an expedited approval because they are at risk of out-of-home placement, and members who have had a change in condition that may result in the need for a reassessment. Policies shall be in conjunction with current policies regarding assessment and re-assessment procedures.
- O. COUNTY will work with PLAN to develop a conflict resolution process for member issues related to IHSS, excluding appeals. This process will include a requirement for COUNTY to report to PLAN on the outcome of any member issues reported to COUNTY by PLAN.
- P. COUNTY may receive confidential beneficiary information necessary from the PLAN and its designees to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS.
- Q. COUNTY will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- R. COUNTY shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
- S. County will comply with WIC Sections 12301.3 and 12301.6 as they relate to the Advisory Committee.
- T. COUNTY will provide PLAN staff with opportunities for training on COUNTY IHSS program, eligibility and assessment criteria, services available, and how to review and understand data made available to the plans (e.g., IHSS case management data.) Initial trainings will be provided prior to implementation of the Coordinated Care Initiative. On-going trainings will be provided on an as-needed basis, but not less than

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annually.

V. PLAN RESPONSIBILITIES

- A. PLAN shall share confidential beneficiary information with COUNTY, in its capacity as a health oversight agency, as necessary and appropriate, to promote shared understanding of the consumer's needs and ensure appropriate access to IHSS. HIPAA permits the disclosure to PHI to governmental entities or agencies for specified purposes such as in their capacity as a "health oversight agency" or for fraud and abuse purposes.
- B. PLAN will receive from COUNTY confidential beneficiary information necessary to implement the provisions of WIC section 14186.35 and this MOU and will use such data only for such purposes.
- C. PLAN will store confidential information received pursuant to this MOU in a place physically secure from access by unauthorized persons.
- D. PLAN shall instruct any employee with access to the confidential information received pursuant to this MOU regarding the confidential nature of the information.
- E. PLAN, in consultation with COUNTY, shall establish referral processes for members who may qualify for IHSS services, members who may qualify for IHSS services and need an expedited approval because they are at risk of out-of-home placement, and members who have had a change in condition that may result in the need for a reassessment. PLAN will provide assistance in obtaining a completed IHSS Medical Certification Form (SOC 873) when necessary.
- F. PLAN, in consultation with COUNTY, shall establish interdisciplinary care team processes, and other coordination that needs to be established or enhanced to promote the integration of the IHSS Program into managed care.
- G. PLAN will work with COUNTY to develop a conflict resolution process for member issues related to IHSS, excluding appeals. This process will include a requirement for PLAN to report to COUNTY on the outcome of any member issues reported to PLAN by COUNTY.
- H. PLAN will refer beneficiaries who are seeking IHSS appeals to the California Department of Social Services State Hearings Division.
- I. PLAN will provide COUNTY staff with opportunities for training on PLAN benefits, procedures, assessment criteria, services available, and how to review and understand data made available to the COUNTY. Initial trainings will be provided prior to implementation of the Coordinated Care Initiative. On-going trainings will be provided on an as-needed basis, but not less than annually.
- J. PLAN will designate a liaison, with the current employee's name, to be responsible for oversight and supervision of the terms of this MOU. PLAN will immediately notify COUNTY in writing of a change in the liaison. PLAN and COUNTY liaisons will meet on a quarterly basis, or as needed, to identify and discuss IHSS-related issues, policy development, program improvements, or other items that could improve health outcomes for IHSS beneficiaries. The liaison at PLAN and contact information is:

Les Ybarra
Director of Field Operations
Anthem Blue Cross Medicaid
6400 Laurel Canyon Blvd, Suite 115

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North Hollywood, CA 91606
Phone: 818-655-1250

- K. PLAN liaison will coordinate with COUNTY liaison to arrange for appropriate IHSS staff to participate in interdisciplinary care teams established by PLAN, when approved by beneficiaries.

VI. INDEMNIFICATION

Nothing in this MOU is intended to create an employment relationship between the PLAN and any individual IHSS provider for any purpose including liability due to negligence or intentional torts of the individual provider.. Until the function is taken over by the State of California, the employer of record of each IHSS provider will be the Public Authority (PA) established by the County pursuant to WIC section 12301.6 (b).

VII. DATA SHARING

COUNTY and PLAN will agree to the roles and responsibilities of the sharing of protected health information (PHI) and other confidential beneficiary information for the purposes set forth in WIC sections 14186.35 (a)(8) and (9)(B)(ix).

The COUNTY and PLAN will agree on a secure system of sharing information relating to the dispensation of Fair Hearing cases of IHSS beneficiaries.

VIII. LEGAL SERVICES

In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this MOU, each party shall bear its own costs, including attorney's fees.

IX. GENERAL PROVISIONS

- A. PLAN and COUNTY agree to comply with any applicable provisions of Welfare and Institutions Code section 10850 and any other applicable federal and state laws regarding data security and confidentiality including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. 014-91.
- B. This MOU is not effective until signed by both parties.

X. CORRESPONDENCE

All correspondence concerning this MOU should be sent to:

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COUNTY

DPSS /IHSS Program
12900 Crossroads Pkwy. So.
City of Industry, CA 91746
Attn: Gail Washington

PLAN

Stephen L. Melody, President
Blue Cross of California Partnership Plan, Inc.
2868 Prospect Park Drive, Ste #100
Rancho Cordova, CA 95670

This document, consisting of [6] pages, is the full and complete MOU between COUNTY and PLAN.

COUNTY

Sheryl L. Spiller (CRA)
Printed Name: Sheryl L. Spiller
COUNTY OF LOS ANGELES

Date 4/8/14

PLAN

Stephen L. Melody
Stephen L. Melody, President
BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC.

Date 4-7-14

APPROVED AS TO FORM AND LEGALITY

David Beaudet
Legal County Counsel

Printed Name: David Beaudet

Date 4-7-14